

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF NORTH CAROLINA
(Statesville Division)
Civil Case No. 5:25-cv-00065

RABO AGRIFINANCE LLC,)	
)	
Plaintiff,)	
)	
v.)	
)	
WESCOR FARM OPERATIONS, LLC)	
f/k/a WESCOR FARMING, LLC;)	
JOSEPH RANDALL ELLER; DD&R)	
LAND HOLDINGS, LLC; D&R LAND)	
HOLDINGS, LLC and ELK CREEK)	
LAND HOLDINGS, LLC,)	
)	
Defendants.)	
)	
)	

**PLAINTIFF’S CONSENSUAL MOTION
FOR APPOINTMENT OF RECEIVER**

Plaintiff, RABO AGRIFINANCE LLC (“Plaintiff”), by and through the undersigned counsel, and hereby files this emergency consensual motion for the appointment of a receiver pursuant to Rule 66 of the Federal Rules of Civil Procedure over certain real property owned by Defendants Wescor Farm Operations, LLC f/k/a Wescor Farming, LLC, Joseph Randall Eller, DD&R Land Holdings, LLC, D&R Land Holdings, LLC and Elk Creek Land Holdings, LLC (collectively, the “Defendants”), pledged as collateral to secure payment of a debt owed to Plaintiff (collectively, the “Collateral”).

1. Plaintiff extended an operating line of credit to Defendants Wescor and Eller in the original amount of \$10,000,000.00 and subsequently increased to \$13,5000,000 (hereinafter, the “Line of Credit” and with all documents executed in connection with the Line of Credit, the “LOC Loan Documents”). Hanson Aff., ¶¶ 6, 9.

2. Plaintiff extended further credit to Defendant Wescor pursuant to the Inputs Agreement (the “Inputs Agreement” and together with the Line of Credit, the “Loans”).

3. Plaintiff’s Loans are secured by personal property of Defendants Wescor and Eller and real property owned by the Defendants. Hanson Aff., ¶¶ 7, 16.

4. Defendants Wescor and Eller defaulted under the Loans and Forbearance Agreement. Hanson Aff., ¶¶ 11, 19.

5. Plaintiff commenced this action to obtain a money judgment for the balance owed under the Loans and for the appointment of a receiver to take control of Plaintiff’s Collateral to preserve the value of the Collateral and liquidate in an orderly manner under the supervision of this Court.

6. Plaintiff submits contemporaneously herewith a memorandum of law in support of this Motion and asserts the appointment of a receiver is appropriate on a consensual and equitable basis. The Defendants consent to the appointment of the receiver.

7. Plaintiff respectfully request this Court appoint Ampleo Turnaround and Restructuring LLC (“Ampleo”), through its authorized representative, Glenn Karlberg, as receiver (hereinafter the “Receiver”) to take possession of, manage and operate the Collateral and to collect all proceeds and rents and any other income therefrom, and to do all other acts in accordance with the terms of this Court’s order appointing the receiver.

8. Plaintiff met and conferred with Defendants, through counsel, regarding the Motion and Defendants notified Plaintiff of their consent thereto.

Wherefore, Plaintiff respectfully requests this Honorable Court appoint Ampleo, through its officer, Glenn Karlberg, as receiver and to grant such other and further relief as the Court deems just and proper.

This, the 29th day of April, 2025.

WOMBLE BOND DICKINSON (US) LLP

By: /s/ James S. Livermon, III
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Attorneys for Rabo AgriFinance LLC

CERTIFICATE OF SERVICE

I hereby certify that I have this day served a copy of the foregoing Plaintiff's Emergency Motion for Consensual Appointment of Receiver and by depositing a copy thereof in an envelope bearing sufficient postage in the United States mail, addressed to the following person at the following address which is the last address known to me:

Michael H. Hastings, Esq.
Woods Rogers Vandeventer Black PLC
10 S. Jefferson Street, Suite 1800
Roanoke, VA 24011

Attorneys for Defendants

This, the 29th day of April, 2025.

WOMBLE BOND DICKINSON (US) LLP

/s/ James S. Livermon, III

JAMES S. LIVERMON, III